

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RHONDA McPHAIL,

Plaintiff,

vs.

Case No. 16

UNUM LIFE INSURANCE COMPANY
OF AMERICA,

Defendant.

GREG LIEPSHUTZ (P37573)
Attorney for Plaintiff
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PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff, RHONDA McPHAIL, by her attorneys, GREG M. LIEPSHUTZ and LEVINE BENJAMIN, P.C., and for her Complaint against Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA, states as follows:

1. At all times relevant hereto, Plaintiff, RHONDA McPHAIL, is a resident of the City of Troy, County of Oakland, and State of Michigan.

2. At all times relevant hereto, Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA, is a foreign insurance corporation in good standing and continuously conducting business throughout the State of Michigan.



3. At all times relevant hereto, Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA, was compensated for and provided Long-Term Disability coverage pursuant to the terms of a group employee benefits plan provided for the benefit of Plaintiff, RHONDA McPHAIL, and other employees, by their employer.

4. The Long-Term Disability insurance policy issued by Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA, is a group employee benefit plan covered by and within the meaning of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 *et seq.*

5. The terms of said contract of insurance obligated Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA, to provide Plaintiff, RHONDA McPHAIL, with Long-Term Disability Benefits, in the event that Plaintiff was rendered unable to work due to injury, disease or other medical condition.

6. That Plaintiff, RHONDA McPHAIL, suffers from Spinal Stenosis, Sciatica and Lumbar Spondylosis. As a result, Plaintiff's conditions have made it impossible for her to work.

7. Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA has wrongfully denied Plaintiff disability benefits.

8. Defendant's denial of benefits was arbitrary and capricious and was contrary to medical and other evidence that overwhelmingly supports Plaintiff's claim of total and permanent disability. Defendant's termination of Plaintiff's benefits therefore amounts to a breach of the contract for insurance.

9. Plaintiff, RHONDA McPHAIL, has exhausted all appeals and/or reconsideration processes provided by Defendant; nevertheless, Defendant refuses to resume payment of benefits rightfully due and owing to Plaintiff.

10. Plaintiff, RHONDA McPHAIL, is a person empowered to bring a civil action under 29 U.S.C. § 1132(a)(1)(B) to force the Defendant to comply with the Act and resume payment of Long-Term Disability benefits to Plaintiff.

11. 29 U.S.C. § 1132(a)(1)(B) reads as follows:

(a) Persons Empowered to Bring a Civil Action
A civil action may be brought –

(1) by a participant or beneficiary –

(B) to recover benefits due to him under the terms of the plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan[.]

12. As a result of Defendant's wrongful termination of disability benefits, Plaintiff, RHONDA McPHAIL, has sustained the following damages, including, but not limited to:

(a) Loss of past, present and future income in the form of wage loss compensation benefits;

WHEREFORE, Plaintiff, RHONDA McPHAIL, prays for Judgment in her favor and against the Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA, in whatever amount she is found to be entitled, in addition to costs, interest and attorney fees.

Respectfully submitted,

LEVINE BENJAMIN, P.C.

/s/ GREG M. LIEPSHUTZ (P37573)
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Dated: July 20, 2016



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